

**DO NOT SIGN UNTIL YOU HAVE COMPLETELY READ THIS RELEASE IN ITS ENTIRETY**

**“DoNotContact.utah.gov Ad Contest” – PERSONAL RELEASE**

In full and complete consideration of KSTU Community Television of Utah and the State of Utah, and its service providers and agencies (“Sponsors”) possibly including me as a participant in the contest entitled “DoNotContact.utah.gov Ad Contest” including, but not be limited to, the interview, audition, and elimination processes (the “Contest”) and without any further consideration due from Sponsors or any third party to me, and with the understanding that Sponsors, in its sole discretion may choose whether or not to include me in the Contest, or broadcast my appearance in the Contest, if any, I hereby agree as follows.

I grant to Sponsors and its successors, licensees and assigns, the irrevocable right, but not the obligation, with or without my knowledge, to film, tape and/or photograph, record, exhibit, edit and otherwise use my appearance, name, likeness, voice, singing voice, conversation, sounds and biographical data on or in connection with the Contest in any manner in Sponsors’ sole election and discretion, which use shall not entitle me to receive any compensation whatsoever. I agree that Sponsors is the sole owner of all results and proceeds of such film, tape, photography and/or recording and my appearance thereon, with the right for Sponsors and its successors, assigns, and licensees, forever and throughout the universe, to use the same and any portion thereof in any and all media, whether now known or hereafter devised, including, without limitation, motion pictures, television and publishing, and in connection with the advertising, sale, promotion, marketing, merchandising (including slot machines), distribution, publicizing and all other types of exploitation of the Contest or any part thereof, or in any manner whatsoever. Sponsors shall also have the unrestricted right to edit the content and text of the Contest in any manner or form.

In addition to the rights granted elsewhere in this Release, I understand and agree that if my appearance, name, likeness, voice, singing voice, conversation, sounds and/or biographical data is used in connection with the Contest, I may be required, in consideration of Sponsors possibly including my appearance, name, likeness, voice, singing voice, conversation, sounds and/or biographical data in the Contest, and at Sponsors’ election, to enter into the following agreements with Sponsors and/or Sponsors’ designee(s), the terms of which shall be subject to good faith negotiation: (a) an agreement for the management of my career in the entertainment industry (including, but not limited to, my acting, singing, songwriting, or other services); and (b) an agreement for the use of my name, voice, conversation, likeness and biography in connection with advertising, endorsements, merchandising, and/or sponsorships. I understand and agree that such agreements shall become fully effective only at the election of Sponsors and/or Sponsors’ designee(s), which election shall occur on or before that date which is three (3) months from the date of the initial broadcast of the final episode of the Contest for this Season (the “Election Period”). I understand that if I am asked to audition for one (1) or more of the semi-final rounds of the competition, I will be required to prove to the satisfaction of Sponsors that I am not a party to any contract including, but not limited to, a contract for management and/or talent agent representation, a music recording contract (either alone or as a member of a group), an acting contract, a modeling contract, a songwriting contract, a sponsorship contract, a merchandising agreement, or any other arrangement which prevents me, or might prevent me, from entering into any contracts described in (a) and (b) of this paragraph. In addition, I will be required to represent and warrant to Sponsors that I will not enter into any such agreement(s) during the Election Period, without Sponsors’ prior written consent. I acknowledge that Sponsors may require me to sign further documents as a condition of my participation in the Contest.

I understand that I may reveal, and other parties may reveal, information about me that is of a personal, private, embarrassing or unfavorable nature, which information may be factual and/or fictional. I further understand that my appearance, depiction and/or portrayal in the Contest may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature which may expose me to public ridicule, humiliation or condemnation. I acknowledge and agree that Sponsors shall have the right to (a) include any or all such information and appearances, depictions or portrayals in the Contest as edited by Sponsors in its sole discretion, and (b) broadcast and otherwise exploit the Contest containing any or all such information and appearances, depictions or portrayals in any manner whatsoever in any and all media now known or hereafter devised, or for any other purpose, throughout the universe in perpetuity.

In the event I perform or display any original material on the Contest written or otherwise controlled by me (for example, music, choreography, photography, lyrics, clothing, etc., collectively called the “Material”), I hereby grant to Sponsors, without charge, the rights necessary to perform and/or display the Material on the Contest and the rights required to exploit the Contest and the ancillary rights therein, inclusive of the Material, in any and all media now known or hereafter devised, and for any other purpose, throughout the universe in perpetuity.

I agree to follow all of Sponsors’ rules, directions and instructions in all matters relating to the Contest, which rules are subject to change at Sponsors’ sole discretion. I will accept any and all decisions of Sponsors on discretionary matters (including but not limited to the audition process and contestant selection) as final and acknowledge that the interests of the Contest shall override those of any participant. I agree that my selection to audition is within Sponsors’ sole discretion and that Sponsors is not obligated to grant me an audition, regardless of my place in the audition line. In the event I am granted an audition, I agree that my selection as a contestant for the Contest is within Sponsors’ sole discretion and that Sponsors is not obligated to select me. I acknowledge that Sponsors reserves the right, exercisable at any time in its sole discretion, to disqualify me from the Contest should I at any stage supply untruthful, inaccurate or misleading personal information, fail to abide by the rules or regulations of the Contest, or for any other reason or for no reason at all. If I am selected, I agree that Sponsors is not obligated to have me appear on, or to broadcast my appearance on, the Contest and may disqualify me at any time in its sole discretion.

If I am under 18 years of age, I understand and agree that I and my parent or legal guardian must sign each of the forms and that me and my parent or legal guardian will cooperate with Sponsors in having such forms court approved, if necessary. I recognize that Sponsors is relying on my representations herein and that a breach by me hereunder would cause Sponsors irrevocable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law; and, therefore, I hereby expressly agree that Sponsors shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this Release by me.

I hereby release, discharge, and hold harmless Sponsors, its assignees, licensees, agents, and affiliates, advertising agencies, and any and all others connected with the Contest, and each of their related parent companies, subsidiaries and/or affiliated companies, and the officers, directors, employees, agents and representatives of each of the foregoing (collectively, the "Released Parties"), from any and all liability or claims arising out of or in any way resulting from my participation in the Contest and the use or reuse of my appearance, name, voice, singing voice, likeness and/or biographical information and I agree not to make any claim against Sponsors or the Released Parties as a result of my participation in the Contest and in connection with any use or reuse of my appearance, name, voice, singing voice, conversation, likeness and/or biographical information (including, without limitation, any claim based upon defamation or invasion of privacy and/or publicity). In addition, I agree to indemnify Sponsors and the other Released Parties and to hold each of them harmless from any and all liability, claim, action, damage, expense (including reasonable attorneys fees), and loss of any kind caused by or arising out of any statement, action or failure to act by me during or in connection with my participation in the Contest. In no event shall I have any right to injunctive or other equitable relief against any of the Released Parties in connection with the Contest.

I acknowledge that there is a possibility that after my execution of this Release, I will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Release was executed and which, if known by me at that time, may have materially affected my decision to execute this Release. I acknowledge and agree that by reason of this Release, I am assuming any risk of such unknown facts and such unknown and unsuspected claims.

I affirm that neither I nor anyone acting for me gave or agreed to give anything of value to any member of the production staff, anyone associated in any manner with Sponsors, or any representative of any television network or station for Sponsors' undertakings hereunder. I understand that Sponsors' policy prohibits such payments, and I further understand that it is a federal offense, unless disclosed to Sponsors prior to broadcast, for any such arrangement or my acceptance or agreement to accept anything of value to promote any product, service or venture on the air. I am also aware that it is an offense to use any prepared material containing such a promotion where I know the writer received consideration for it and fail to disclose this to Sponsors prior to broadcast. I shall notify Sponsors immediately if any person attempts to induce me to violate the foregoing or to do anything dishonest.

I warrant that I have the full, complete and unrestricted right and authority to enter into this Release. If I am not at least 18 years of age, I agree to have my parent sign this Release in the space below. I am not a candidate for public office. In the event I am a member of AFTRA, SAG or any other performing arts guild, I understand and agree that my appearance on the Contest, if any, shall not be deemed to be a performance under any collective bargaining agreement.

I agree and understand that this Release shall be deemed entered into in Salt Lake County, Utah and that it shall be governed by and interpreted under the laws of Utah and by the courts of Salt Lake County.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**IF THE ABOVE INDIVIDUAL IS UNDER THE AGE OF 18 YEARS, THE PARENT OR LEGAL GUARDIAN OF SUCH PERSON SHOULD ALSO SIGN BELOW**

I hereby warrant that I am the parent and/or legal guardian of \_\_\_\_\_, the individual who signed the foregoing Release (the "Minor"), that I have caused said Minor to execute said Release, that I will not instruct, authorize or permit said Minor to disaffirm the foregoing Release, and that I will indemnify and hold harmless the Released Parties (as defined in the Release) against all claims, liabilities and expenses with respect to said Release, and that, knowing of Sponsors' reliance hereon, I agree to cause said Minor to adhere to all of the provisions of said Release. I agree that I will be responsible for the conduct and well-being of said Minor at all times during said Minor's participation in the Contest, if any. In addition, I agree to cooperate with Sponsors in having this Release and any past or future agreements entered into by the Minor in connection with the Contest approved by the applicable court and I hereby waive notice and any opportunity to appear and be heard in connection with any such proceedings.

Furthermore, in consideration of Sponsors possibly including me and/or Minor in the Contest, I hereby agree to be bound by and

to perform all of the terms and conditions of the foregoing Release (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the participation of the Minor in the Contest, if any (including but not limited to the taping of my appearance in connection with the Contest and the audition process, the use of my name, voice, likeness, etc., in the Contest) and my agreement not to disclose or discuss or authorize any third Party to disclose or discuss, any events related to the Contest without Sponsors prior written approval.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

RELATIONSHIP TO MINOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**PLEASE KEEP US ADVISED IN WRITING OF YOUR CURRENT CONTACT INFORMATION**